

**“Sample”
INFORMED CONSENT**

Marriage and Family Therapist and Counselor Disclosure Statement

Disclaimer: This document may not be HIPAA compliant or meet all of the disclosure requirements of Board law, rule or ethics. This document is intended to be a general disclosure guideline that should be edited and amended to conform with each individual professional / client relationship.

NAME

BUSINESS ADDRESS

BUSINESS TELEPHONE

BUSINESS FAX

DEGREES

University or College	Year	Type of Degree Awarded	Field or Subject Matter of Degree

1. The Idaho State Licensing Board of Professional Counselors and Marriage & Family Therapist has the general responsibility of licensing and regulating the practice of professional counselors / therapist in Idaho. The licensure of any individual under the licensing laws of Idaho does not imply or constitute an endorsement of that counselor / therapist nor guarantees effectiveness of treatment. The Board conducts business and issues licenses through the Idaho Bureau of Occupational Licenses, Owyhee Plaza, 1109 Main Street Suite 220, Boise ID 83702-5642. On line information is available at <http://ibol.idaho.gov/cou.htm>.

2. Confidentiality

- a. Generally speaking, the information provided by and to a client during therapy sessions is legally confidential if the counselor is a licensed counselor or marriage and family therapist in Idaho (Privileged Communication). Such communication is not to be disclosed to a third person except to those persons present to further the interest of the client or who are participating under the direction of the counselor. If the information is legally confidential, the counselor or therapist cannot be forced to disclose the information without the client's consent.
- b. Information disclosed to a licensed professional counselor / therapist is privileged communication and cannot be disclosed in any civil or criminal court proceeding in Idaho, without the consent of the client. However, under the [Idaho Rules of Evidence](#), there is no privilege for the following acts:
 - i. Civil Action. In a civil action, case or proceeding by one of the parties to the confidential communication against the other.

- ii. Proceedings for guardianship, conservatorship or hospitalization. As to a communication relevant to an issue proceedings for the appointment of a guardian or conservator for a client for a psychiatric disability or hospitalization for the client for a psychiatric disability.
 - iii. Child related communications. In a criminal or civil action or proceedings as to a communication relevant to an issue concerning the physical, mental or emotional condition, of or injury to a child, or concerning the welfare of a child including, but not limited to the abuse, abandonment or neglect of a child.
 - iv. Licensing board proceedings. In an action, case or proceeding under [Section 54-3404 Idaho Code](#).
 - v. Contemplation of a crime or harmful act. If the communication reveals the contemplation of a crime or harmful act.
3. The client is financially responsible for all charges related to and for the counseling and/or therapy services provided. Counseling and/or therapy services will be provided at the rate of \$_____ per _____.
4. Non payment of fees: Counselors / therapist may use collection agencies or take legal measures to collect fees from clients who do not pay for services agreed upon. The counselor / therapist will first inform the client of the intended action and offer the client the opportunity to make payment.
5. The therapeutic/counseling orientation of practice which I follow is:
- _____
6. My therapeutic/counseling modalities or treatment utilized are:
- _____
7. The client may, at any time throughout your treatment, seek a second opinion. It is the responsibility of the client to choose the provider and the client may terminate treatment at any time.
8. Sexual intimacy between a counselor / therapist and client is never appropriate, and should be reported to the Idaho State Licensing Board of Professional Counselors and Marriage & Family Therapist.
9. The counselor / therapist and the client will come to agreement as to the outcomes of therapy and document them in a treatment plan signed by the client and counselor / therapist.
10. The client will be advised of the risks associated with counseling. Counseling / therapy can be a painful experience with unpleasant feelings. In addition, as people grow and develop through counseling / therapy, social relationships may change. The client will be advised of the risks associated with refusing treatment. Lack of treatment may perpetuate serious problems for the client that may result in harm.

11. The client will provide payment information including Medicaid, Medicare or Insurance Company and submit a copy of the current identification card. Client and counselor/therapist will decide on how insurance claims will be filed and who has the responsibility to file.
12. Client will be responsible for making all appointments. Appointment cancellations will be made _____ hours before the appointment, or there will be a charge for the session.
13. Client has the right to terminate counseling / therapy. Client and counselor / therapist will develop plans for termination. Client and counselor / therapist will determine possible alternatives if further counseling / therapy is necessary.
14. Counselors / therapist are required to adhere to the professional code of ethics adopted by the Idaho State Licensing Board of Professional Counselors and Marriage & Family Therapist.

COUNSELOR AND MARRIAGE & FAMILY THERAPIST DISCLOSURE WHEN USING ELECTRONIC MEDIA

1. Clients will be advised of the risks associated with using electronic media in the counseling / therapy relationship. Online counseling / therapy is not a replacement for face-to-face counseling / therapy. These risks include difficulties of ensuring client confidentiality, misunderstandings resulting from lack of visual and voice communication, and difficulties in communication due to electronic failures. The counselor / therapist will explain the use of encryption to assist in keeping the relationship confidential.
2. Counselors / therapist will be responsible for ensuring the client's intellectual, emotional and physical ability to engage in an electronic client – counselor / therapist relationship; that an electronic client – counselor / therapist relationship is appropriate for the needs of the client, that the client understands the purpose and operation of the electronic communication; that the client will be provided emergency contacts when the counselor / therapist cannot be contacted electronically or in the case of electronic failure; and alternate forms of communication when the counselor / therapist is unavailable through usual contact.
3. The counselor / therapist will obtain permission from the client to electronically communicate with third party referral or other sources. The counselor / therapist will inform the client of other personnel who are relevant to the transmission of electronic communication (e.g., information technologists) but are obligated via the counselor / therapist to keep information confidential. The counselor / therapist will make the client aware that the technology being used may be accessed by others (e.g., family members) and the need to take precautions to keep information confidential.
4. The counselor / therapist will inform the client of established procedures to verify the identity of the client and the identity of parent or guardian of clients who are minors.

5. The counselor / therapist will inform the client that their liability insurance covers electronic counseling.
6. The counselor / therapist will inform the client that electronic client records will be confidential and safely secured, and properly maintained, transferred, or destroyed.
7. The counselor / therapist will inform the client of state laws affecting electronic counseling / therapy. The counselor / therapist will inform the client that they are subject to the state laws and rules in their area of practice. Further, the counselor / therapist will inform the client of laws applicable in the client's location that may also contribute to the regulation of practice.

I have read the preceding information and understand my rights as a client.

Client Signature	Counselor/Therapist Signature
Date	Date

Guidelines for Counselor Using Electronic Media in Counseling

1. Definition of e-counseling: the counseling relationship and interaction is predominantly online, and/or the communication is professional and therapeutic and occurs at a separate or remote location and utilizes electronic means to communicate.
2. Sharing psycho-educational information is separate from a professional counseling relationship
3. Client competence needs to include language as well as technology.
4. Counselor needs to be sensitive to time and time zone differences when communicating.
5. Client needs to be aware that confidentiality cannot be guaranteed when using chat rooms.

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